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FILED
Clerk
District Court

SEP 29 2006

IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN MARIANA ISLANDS

For The Northern Mariana Islands
By _____
(Deputy Clerk)

ABELLANOSA, JOANNA, et al.,

Plaintiffs,

v.

L&T INTERNATIONAL CORP.,

Defendant.

Civil Action No. 05-0010

**DECLARATION IN SUPPORT OF
PLAINTIFFS' OPPOSITION TO
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT**

I, CHARITO PERFECTO, hereby declare as follows:

1. I am over the age of eighteen years old, have personal knowledge of the facts set forth herein, am competent to testify as to these facts if called as a witness in a court of law, and if called would testify as stated herein.
2. On or about February, 2004, I went to L&T to apply for an advertised job vacancy for hand packers. After filling-up and turning in the application form, I was told that L&T will call me for further information.
3. After about two weeks, an L&T personnel who identified herself as Baby Lopez, called me up for interview. When I reported to L&T, a certain Cory Quing conducted the interview.
4. During my interview, Cory Quing asked me if I can work standing up for more than eight hours. I replied that I am used to work standing for more than eight hours as a card dealer in the Casino. At that time, I was employed as casino dealer at Tinian Dynasty for \$3.35 per hour. Ms. Quing further informed me that L&T badly needed around 100 factory workers particularly Packers because of rush job orders from clients.

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ORIGINAL

I.
MEDICAL FEES
(Physical Examination Fee
and Health Certificate Fee)

3. A few days later, I got a call from L&T asking me to report to HR office. When I arrived at HR I met with Baby Lopez, who identified herself as an HR staff person. Baby gave me and asked me to complete the Consensual Transfer documents and have my employer to complete and sign them, which I did. Baby Lopez then asked me about my last medical examination and I replied, "just recently." Baby Lopez then commented, "good, just furnish us a medical certificate." I went to DOL Health Section to get a copy of my medical/health certificate plus transportation expense. I was not paid nor reimbursed in so doing by L&T.

II.
CONTRACT SIGNING

9. My first non-resident contract was in 1998. Basically, annually since then, each year, my employers used and had me sign a standard form labor contract provided by DOL. I became familiar with the basic terms of the DOL standard form contract. A copy of such standard form contract is attached as Exhibit "2" to Plaintiffs' Verified Amended Opposition.

10. In 2004, when L&T HR staff Baby Lopez handed me their contract form, with only the signature page showing, and insisting that I sign, I had no reason to believe it was not the standard DOL form contract. Prior to signing this L&T contract form and at the time it was presented to me in the HR for signing, I was not given an opportunity to read the contract before

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1 signing it. When it was presented to me in the HR office, Baby Lopez just
2 pushed the document through the counter-window with the pages turned
3 back, showing only the signature page, and pointed to where I was to sign it,
4 and said sign, which I did without reading it. I asked Baby "Can I read it first?"
5 Baby Lopez replied "no, we need to expedite for DOL processing and we need
6 manpower." The HR staff was rushing me and other applicants by insisting
7 that I and the other applicants I saw present, hurry up and quickly sign,
8 without delaying the document processing. From the mood and way the HR
9 staff was acting, I was made fearful that if I didn't just sign the signature page
10 as instructed, I would lose the job opportunity especially since none of the
11 other applicants I saw there held up the line by or took time to read the
12 contract document. I observed the HR staff acting the same way with other
13 workers who signed before and after my turn. Neither Baby Lopez, nor any
14 one else, ever showed me my contract document until the time and date they
15 asked me (us) to sign at HR. I was never given a copy of the L&T contract
16 document I signed before my termination on or about May 13, 2004. After my
17 termination I was surprised when I later learned of some of the things and
18 terms in L&T's self-styled contract.

19
20 III.
PERFORMANCE EVALUATION

21 11. There was no individualized measurement or testing to determine my or
22 each Packer's individual performance or production. The only production
23 measurement or test was done by counting the output (production) from each
24 of the different lines of Packers. There was really no way for me as an
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1 individual packer to control or show an increase in the number of products
2 because I was just one individual on the line with many others. In the
3 packing section our work was performed by groups of workers on so-called
4 lines. The packages or items we were assigned to work on often varied from
5 day to day. Our Head Supervisor in the packing section was Cao, Li Qun, who
6 is Chinese. When I and other Filipino workers tried to ask her questions
7 regarding our work she could not answer nor explain because she does not
8 speak english fluently. (See Defendant's Response to Plaintiffs' First Set of
9 Request for Interrogatories No. 49a).

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11 IV.
12 TERMINATION

13 12. I was employed and worked for L&T International Corporation as a hand
14 packer, from on or about March 2004 to May 13, 2004, when I and other
15 workers in the hand packing section were summoned by the calling of our
16 individual names over the public address system, to report to the Human
17 Resources (HR) office. I believe and understand we were called in two batches,
18 one about 3:00 p.m. and one about 5:00 p.m. (See Deposition of Jack Torres,
19 page 97, lines 14-17).

20 13. I did not know why we were being called to come to HR. I thought that
21 we were being called regarding receipt of our anticipated ATM Cards that L&T
22 had previously given us and had us fill out an application for, as they told me
23 and other workers present, to make it easier and more convenient for (us)
24 workers to access and get our anticipated bi-weekly wage payments without
25 having to stand in line waiting for and trying to cash payroll checks. I was

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1 made more assured of my continued employment and anticipated pay check
2 by L&T having asked me and other workers to set up these ATM accounts to
3 facilitate our anticipated payroll check payments.

4 14. As we arrived at the designated meeting room, I observed other workers,
5 and Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR
6 staff, were present at the May 13, 2004 meeting.

7 15. I did not see or hear Corazon Quing read or reading from any document
8 or the so-called "communication plan" as described and stated in Exhibit "A"
9 attached to the Declaration of Corazon Quing.

10 16. More specifically, I (we) were not told as stated by Corazon Quing that we
11 the workers, had the right to appeal our termination to the "Legal
12 Department" of L&T or to any one else.

13 17. Neither Malou Ernest, Corazon Quing nor any one else at the May 13,
14 2004 meeting, informed us, that the purpose of the so-called second check
15 was "to cover for 10 days pay in lieu of notice," as stated in paragraph 7,
16 Declaration of Corazon Quing. Additionally, L&T's own RIF policy required,
17 as proposed RIF workers, that I (we) be given "written notice of separation at
18 least 15 days prior to the effective date of separation, or severance pay in lieu
19 of notice." (See Ex. "D" Deposition of Torres, and page 88 lines 6-8 and lines
20 20-24).

21 18. It was my honest belief that I and my co-workers were terminated on May
22 13, 2004 and that the termination was effective immediately on and from May
23 13, 2004, because I (we) were told by HR staff at the May 13, 2004 meeting
24 that today (May 13, 2004) was our last day of employment and they demanded
25 that we give up and turn in our company ID cards which were required and

1 needed for company employees to freely enter company premises; and more
2 importantly, our I.D.s were swipe-cards for the time-clocks so we could not
3 clock in or out without them, in addition to being required to "turn over any
4 and all company properties in your possession... on or before May 13, 2004"
5 as stated in the Notice of Termination. (See Ex. "D," Defendant's
6 Memorandum).

7 19. As a result I believed and felt that I was terminated and forced to stop
8 working on May 13, 2004, the same date that the Notice of Termination (dated
9 May 12, 2004) was given to me. Hence, I was not given the required prior
10 notice of termination and/or of the RIF.

11 20. I and the other plaintiffs worked a set work schedule and shift, and
12 worked Monday through Saturday, seven (7) hours a day, six (6) days a week,
13 for a total of forty-two (42) hours each work week, which included two (2) hour
14 overtime each work week while employed at L&T.

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16 V.
EMOTIONAL DISTRESS

17 24. The termination, being announced and coming as it did without any prior
18 notice, counseling or discussion about employment options with other
19 companies or L&T caused me severe shock. After the announcement, I felt
20 weak, mentally and physically drained. I felt betrayed by such abrupt
21 termination of employment thinking that I left a higher paying job with my
22 former employer. I went home that day full of anxiety. My boyfriend was also
23 affected by L&T's termination because I became moody. I was restless and
24 could hardly sleep at night. I was having nausea due to headache and loss
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1 of appetite. My sex life was also affected as a I worried too much after the
2 termination. So that my family in the Philippines will not be affected, I had to
3 make my father believe that I am just okay here in Saipan each time he made
4 a call to inquire about my situation. When I eventually told my father about
5 the termination at L&T, he was horrified and he worried about my son's
6 future. For several months after L&T terminated my employment, I was too
7 embarrassed and ashamed to go to gatherings of friends and acquaintances
8 because of fear of being asked about my sudden firing and termination by
9 L&T. I felt like a social outcast. I was even hesitant to go out for fear that I
10 might meet somebody from my former employment and inquired about my
11 predicament with L&T.

12 I declare under penalty of perjury that the foregoing is true and correct
13 and that this declaration was executed this 28th day of September, 2006.

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16 /S/ 
17 Charito Perfecto
18 Declarant
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